

IN RE VITAMIN ANTITRUST
LITIGATION

This document relates to:

ANIMAL SCIENCE PRODUCTS, INC., et al.

Plaintiffs,

- against -

CHINOOK GROUP, LTD., et al.,

Defendants.

NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT

Upon review and consideration of the settlement agreement dated as of December 1, 2000, executed on behalf of plaintiffs and the purported Akzo Settlement Class (as defined therein) by Plaintiffs' Co-Lead Counsel and on behalf of Akzo Nobel Chemicals B.V. and Akzo Nobel Inc. (the "Settling Defendants") by their counsel, and the exhibits attached thereto (the "Settlement Agreement"), it is hereby **ORDERED** as follows:

(2)

1679

Preliminary Approval of Settlement and Conditional
Certification of the Akzo Settlement Class

1. The terms of the Settlement Agreement are hereby preliminarily approved, subject to further consideration thereof at the Settlement Hearing provided for below. The Court finds that said settlement is sufficiently within the range of reasonableness so that notice of the proposed settlement should be given as provided in paragraphs 3 and 4 of this Order.

2. The Court hereby conditionally certifies the following Akzo Settlement Class:

All persons or entities who directly purchased Vitamin B4 (Choline Chloride) in the United States or for delivery in the United States from any of the Defendants or their co-conspirators from January 1, 1988 through December 31, 1998. Excluded from the class are all governmental entities, Defendants, their co-conspirators, and their respective subsidiaries and affiliates.

and, further, hereby conditionally finds that Class Plaintiffs are adequate class representatives for the Akzo Settlement Class. If the Settlement Agreement is terminated or is not consummated for any reasons whatsoever, the certification of the Akzo Settlement Class shall be void, and Settling Defendants shall have reserved all of their rights to oppose any and all class certification motions and to contest the adequacy of Class Plaintiffs as representatives of any putative plaintiff class.

3. As soon as practicable after entry of this Order, but no later than 20 days after the date of entry hereof, Plaintiffs' Co-Lead Counsel shall cause copies of the Notice of Proposed Settlement and Settlement Hearing, substantially in the form attached as Exhibit C to the Settlement Agreement ("Mail Notice"), to be mailed by first class mail, postage pre-paid, to all potential members of the Akzo Settlement Class, to the extent that they can be identified with reasonable diligence, from the database of customers created by the Claims Administrator in this action.

4. Plaintiffs' Co-Lead Counsel shall cause to be published the summary notices, substantially in the form attached as Exhibit C to the Settlement Agreement ("Publication Notice"), one day a week for two consecutive weeks in the national edition of THE WALL STREET JOURNAL and once in FEEDSTUFFS and the CHEMICAL MARKET REPORTER, as soon as practicable after mailing of Notice, and in all events, at least 30 days prior to the Settlement Hearing.

5. Prior to the Settlement Hearing, Plaintiffs' Co-Lead Counsel shall serve and file a sworn statement attesting to compliance with the provisions of paragraphs 3 and 4 of this Order.

6. The notice to be provided as set forth in paragraphs 3 and 4 of this Order is hereby found to be the best means of providing notice practicable under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed settlement and the Settlement Hearing to all persons affected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of Fed.R.Civ.P. 23.

Requests for Exclusion

7. Any member of the Akzo Settlement Class or any assignee or transferee thereof, or successor thereto, that wishes to be excluded from the Akzo Settlement Class shall mail a written request for exclusion ("Request for Exclusion") to the Akzo Antitrust Litigation, P.O. Box 58520, Philadelphia, Pennsylvania 19102 (the "Claims Administrator"), by certified mail, return receipt requested, which must be postmarked by on or before May 14, 2001 and clearly state (i) the name and address of the person or entity that wishes to be excluded from the Akzo Settlement Class; (ii) all trade names or business names and addresses used by such person or entity and any of its parents, subsidiaries or affiliates that (A) directly purchased Choline

Chloride in the United States or for delivery in the United States at any time during the time period January 1, 1988 through December 31, 1998 from a manufacturer of Choline Chloride or any subsidiary or affiliate thereof and (B) are also intended to be excluded from the Akzo Settlement Class and (iii) a person who, if necessary, may be contacted in connection with the Request for Exclusion and such person's telephone number. Upon receipt, the Claims Administrator shall promptly provide copies of each Request for Exclusion to Plaintiffs' Co-Lead Counsel and counsel for the Settling Defendants. On or before June 18, 2001, the Claims Administrator shall provide to the Clerk of the Court and to Plaintiffs' Co-Lead Counsel and the Settling Defendants a certified record of those members of the Akzo Settlement Class that have timely excluded themselves from the settlement.

8. Any potential member of the Akzo Settlement Class that does not properly and timely request exclusion from the Akzo Settlement Class shall be included in such Akzo Settlement Class and shall be bound by all the terms and provisions of the Settlement Agreement, including but not limited to the releases, waivers and covenants described in paragraphs 15, 16, and 21 thereof, whether or not such person shall have objected to the settlement and whether or not such person makes a claim upon, or participates in, the Akzo Settlement Fund.

Claim Forms

9. Court-approved Claim Forms and a proposed plan of distribution shall be provided at a later date to members of the Akzo Settlement Class that have not timely and validly excluded themselves from the Akzo Settlement Class.

The Settlement Hearing

10. A hearing on final settlement approval (the "Settlement Hearing") is hereby scheduled to be held before the undersigned on July 17, 2001, at 2:00 p.m. in Courtroom No. 9, United States Courthouse, 333 Constitution Avenue, N.W, Washington, D.C. 20001 to consider the fairness, reasonableness and adequacy of the proposed settlement, the dismissal with prejudice of the Class Action with respect to the Settling Defendants and the entry of final judgment in the Class Action.

11. Any member of the Akzo Settlement Class that has not previously filed a Request for Exclusion in the manner set forth above may appear at the Settlement Hearing in person or by counsel and may be heard, to the extent allowed by the Court, either in support of or in opposition to the fairness, reasonableness and adequacy of the proposed settlement and the dismissal with prejudice of the Class Action as to the Settling Defendants and the entry of final judgment; provided, however, that no person shall be heard in opposition to such settlement, dismissal and/or entry of final judgment, and no papers or briefs submitted by or on behalf of any such person shall be accepted or considered by the Court, unless on or before May 14, 2001 such person: (a) files with the Clerk of the Court a notice of such person's intention to appear as well as a statement that indicates the basis for such person's opposition to the proposed settlement, the dismissal of claims and/or the entry of final judgment and any documentation in support of such opposition, and (b) serves copies of such notice, statement and documentation, as well as any other papers or briefs that such person files with the Court, either in person or by mail, upon the following counsel:

Michael D. Hausfeld, Esq.
Cohen, Milstein, Hausfeld
& Toll, P.L.L.C.
1100 New York Avenue, N.W.

Laurence T. Sorkin, Esq.
Cahill Gordon & Reindel
80 Pine Street
New York, NY 10005-1702

Suite 500-West Tower
Washington, DC 20005-3964

12. The date and time of the Settlement Hearing shall be set forth in the Mail Notice and Publication Notice, but shall be subject to adjournment by the Court without further notice to the members of the Akzo Settlement Class other than that which may be posted at the Court and on the Court's web site.

Other Provisions

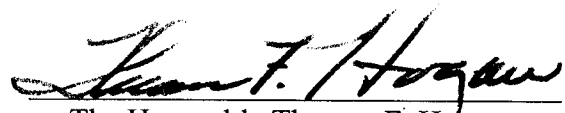
13. Terms used in this Order that are defined in the Settlement Agreement are, unless otherwise defined herein, used in this Order as defined in the Settlement Agreement.

14. Upon approval of the settlement provided for in the Settlement Agreement, the Settlement Agreement and each and every term and provision thereof, shall be deemed incorporated herein as if expressly set forth and shall have the full force and effect of an Order of this Court.

15. In the event that the settlement is terminated in accordance with the provisions of the Settlement Agreement, the settlement and all proceedings had in connection therewith shall be null and void, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the status quo ante rights of the Settling Defendants and the members of the Akzo Settlement Class.

16. All proceedings in the Class Action against Settling Defendants are hereby stayed until such time as the Court renders a final decision regarding the approval of the settlement and, if it approves the settlement, enters final judgment as provided in the Settlement Agreement.

SO ORDERED this 8th day of March, 2001.


The Honorable Thomas F. Hogan
United States District Judge